gives a right to a recovery where none existed before. Furthermore, no distinction should be made between the effect of a limitation to a re-defined and to a newly created right. *A. J. Phillips Co.* v. *Grand Trunk Western Ry. Co.*, 236 U. S. 662, 665. *Contra, Finnell* v. *So. Kan. Ry. Co.*, 33 Fed. 427; and see *Williams* v. *St. Louis, etc. Ry. Co.*, 123 Mo. 573, 581, 27 S. W. 387, 389. The substantive rights are determined by the law of the locus of the transaction, which can as well cut down an existing right as limit a new one. So the problem is merely one of construing whether the limitation is remedial or substantive. In the Employers' Liability Act there is nothing to rebut the presumption of the usual import of the juxtaposition of right and limitation.

CONSTITUTIONAL LAW — PERSONAL RIGHT — LIBERTY TO CONTRACT — STATUTE RESTRICTING EMPLOYMENT OF ALIENS. — A New York statute provided that only citizens of the United States should be employed in the construction of public works. The Public Service Commission made several contracts with the plaintiffs for the construction of the new subway system of New York City, with a provision that they should be void if the statutory restriction was not complied with. The plaintiffs now bring a bill in equity to restrain the commission from declaring the contracts void in accordance with this provision, on the ground that the statute is unconstitutional. *Held*, that the bill should be dismissed. *Heim* v. *McCall*, 239 U. S. 175.

For a discussion of the questions involved, and a criticism of the opposite result reached by the New York Appellate Division, see 28 HARV. L. REV. 496, 628.

CONTRACTS — DEFENSES: INFANCY — RATIFICATION WITHOUT KNOWLEDGE THAT CONTRACT IS VOIDABLE. — The plaintiff, while an infant, bought and paid for the defendant's moving-picture theatre. Soon after becoming of age he tried to sell the theatre, not knowing of his power to avoid the contract. Later he tried to rescind the contract and now sues to recover the purchase price. *Held*, that he may recover. *Manning* v. *Gannon*, 43 Wash. L. Rep. (D. C.) 759.

By a marriage settlement made while an infant, the plaintiff settled in trust certain reversions expectant on her mother's death. For six years after becoming of age, she neither affirmed nor repudiated the contract expressly. *Held*, that she may not now repudiate, though she did not know hitherto that her contract was voidable. *Carnell* v. *Harrison*, 50 L. J., 569.

There is some rather ill-considered authority holding that ratification depends on knowledge that the contract is voidable. *Hinely* v. *Margaritz*, 3 Pa. St. 428. See *Baker* v. *Kennett*, 54 Mo. 82, 92; *Hatch* v. *Hatch*, 60 Vt. 160, 171, 13 Atl. 791, 797; *Harmer* v. *Killing*, 5 Esp. 102, 103. The weight of authority, however, is in accord with the present English decision on the ground that one is presumed to know the law. *Morse* v. *Wheeler*, 4 Allen (Mass.) 570; *Anderson* v. *Soward*, 40 Oh. St. 325; *Bestor* v. *Hickey*, 71 Conn. 181, 41 Atl. 555. See WHARTON, CONTRACTS, § 57. It is submitted that this result is also more in accord with legal principles. The statement in these authorities merely expresses the rule pervading the entire law of contracts that, given an intention to do the acts in question, a knowledge of the legal effects of those acts is immaterial. See WILLISTON'S WALD'S POLLOCK, CONTRACTS, 3 ed., 450. And the exception to this rule asserted by the American case can hardly be supported on grounds of public policy, for the act which created the right to enforce the contract against the former infant was done by an adult who no longer can claim special privileges. See *Bestor* v. *Hickey*, 71 Conn. 181, 186, 41 Atl. 555, 556. This reasoning is supported by analogy. The so-called waiver of the defense of the Statute of Limitations requires no knowledge of its existence. *Langston* v. *Aderhold*, 60 Ga. 376. And an indorser of a note, though not